

**SERIAL 03121 - RFP MAINFRAME OPERATION OUTSOURCING (NIGP 91830)**

**CONTRACT PERIOD THROUGH JUNE 30, 2009**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MAINFRAME OPERATION OUTSOURCING (NIGP 91830)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 07, 2004**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**LC/mm**  
Attach

Copy to: Clerk of the Board  
Helen Vaughn, CIO  
Paul Allsing, CIO  
Sharon Tohtsoni, Materials Management



## CONTRACT FOR SERVICES PURSUANT TO RFP

**SERIAL 03121-RFP**

This Contract is entered into this 7th day of April, 2004 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Infocrossing, Inc. and/or its subsidiaries, a Delaware Corporation ("Contractor") for the purchase of Mainframe Outsourcing services.

### 1.0 TERM

- 1.1 This Contract is for a term of five (5) years, beginning on the 1st day of July, 2004 (the "Commencement Date") and ending the 30th day of June, 2009.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit A, "List A.1 -- Base Charges" through Exhibit A, "List I -- Communication Lines and Hardware Supplied and Maintained by Contractor".
- 2.2 Payment under this Contract shall be made in the manner provided by Arizona law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

### 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the agreed Statement of Work (SOW) and Exhibit B.
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit B or in the purchase order requesting such services.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

### 4.0 TERMS & CONDITIONS

#### 4.1 INDEMNIFICATION AND INSURANCE:

##### 4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

Infocrossing, Inc.  
Two Christie Heights Street  
Leonia, NJ 07605  
ATTN: President  
Fax 201-840-7241

**4.3 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to SOW and Exhibit B. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.4 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.5 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor subject to the cancellation fees in Exhibit A, "List A.1.1 – Termination for Convenience".

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.7 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.8 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the Statement of Work price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.9 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.10 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.11 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.12 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.13 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.14 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.15 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR for itself and as agent of any of its subsidiaries  
acting as Contractor pursuant to this Agreement

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**“EXHIBIT A”**

**TO STATEMENT OF WORK  
TO CONTRACT FOR SERVICES PURSUANT TO RFP  
FOR MAINFRAME OUTSOURCING (“SOW”)**

**List A.1 – Base Charges**

Description of Base Charges	Start Date	Amount
Base Charge	SOW Commencement Date	\$25,200 per month

**List A.1.1 – Termination for Convenience**

Period	Fee		Period	Fee		Period	Fee
By end of Q1	\$ 412,860.00		By end of Q9	True-up only		By end of Q17	True-up only
By end of Q2	\$ 358,860.00		By end of Q10	True-up only		By end of Q18	True-up only
By end of Q3	\$ 304,860.00		By end of Q11	True-up only		By end of Q19	True-up only
By end of Q4	\$ 250,860.00		By end of Q12	True-up only		By end of Q20	True-up only
By end of Q5	\$ 196,860.00		By end of Q13	True-up only			
By end of Q6	\$ 142,860.00		By end of Q14	True-up only			
By end of Q7	\$ 88,860.00		By end of Q15	True-up only			
By end of Q8	\$ 34,860.00		By end of Q16	True-up only			

**Notes:**

1. In addition to the Fee specified in Quarters 1 through 8 a True-up for Communication Lines and 3rd Party Software will occur.
2. For Quarters 9 through 20 only a True-up for Communication Lines and 3rd Party software will be applied

**List A.2 – Variable Charges**

Description of Variable Charge	Resource Included in Base Charge	Amount
MIPS	Up to 15 MIPS	\$ 800 per MIP
DASD	Up to 120 Gigabytes	\$ 15 per GB
Tape Storage—at the Contractor Outsourcing Center	Up to tapes 21,000	\$ .75 / Tape per month
Tape Storage—Off-site (30 day rotation)	Up to tapes 2,000	\$ 1.00 / Tape per month
Tape Mounts	Up to 10,000	\$ 2.00 per mount
Professional Services requested by County which are not provided in the Services	None	\$ 175 per hour
DBA Services requested by County which are not provided in the Services	None	\$ 250 per hour
Supplies approved by County	None	Cost plus 15%
Monthly Minimum		\$18,000 per month

**List A.2 - Variable Charges**

Description of Variable Charge	Resource Included in Base Charge	Amount
MIPS	Up to 15 MIPS	\$ 800 per MIP
MIPS	Up to 20MIPS for 72 continuous Hours, allotted once per 30 day Period to assist month end processing schedule	\$50/hour for each additional hour after the 72 hour mark to assist in month end processing
DASD	Up to 120 Gigabytes	\$ 15 per GB



Tape Storage – at the Contractor Outsourcing Center	Up to tapes 21,000	\$ .75 / Tape per month
Tape Storage – Off-site (30 day rotation)	Up to tapes 2,000	\$ 1.00 / Tape per month
Tape Mounts	Up to 10,000	\$ 2.00 per mount
Professional Services requested by County which are not provided in the Services	None	\$ 175 per hour
DBA Services requested by County which are not provided in the Services	None	\$ 250 per hour
Supplies approved by County	None	Cost plus 15%
Monthly Minimum		\$18,000 per month

**List B – Hardware Supplied by Contractor**

<b>Description</b>
Processor
• Up to 15 MIPS on a CMOS IBM Processor Generator 5 class or greater (in a dedicated LPAR environment)
DASD
• Up to 120 gigabytes
Tape
• (16) IBM 3480 tape drives
Communications
• Two (2) T1 lines, diversely routed
• Option for additional band width if needed at \$2,600/mo per T1

**List B - Hardware Supplied by Contractor**

<b>Description</b>
Processor
• Up to 15 MIPS on a CMOS IBM Processor Generator 5 class or greater (in a dedicated LPAR environment)
• Up to 20 MIPS on a CMOS IBM Processor Generator 5 class or greater (in a dedicated LPAR environment) for a 3 day (72 continuous hours) once each 30 day period during the term of the contract to assist with month end processing.
DASD
• Up to 120 gigabytes
Tape
• (16) IBM 3480 tape drives
Communications
• Two (2) T1 lines, diversely routed
• Option for additional band width if needed at \$2,600/mo per T1

**List C - Hardware Supplied by County**

<b>Quantity</b>	<b>Hardware</b>	<b>Initial Location</b>
	None	

**List D - Software Supplied by Contractor and Maintained by Contractor**

<b>Software</b>	<b>Vendor</b>
Easypool Mainview SRM Easy Pool	BMC
Mainview Auto Operator CMF Monitor	BMC
Mainview Fulfillment Base for DB2	BMC
MVS Quick Ref	Chicago Software
CA1	Computer Associates

CA7	Computer Associates
JCL Check	Computer Associates
Log Analyzer	Computer Associates
RC Migrator	Computer Associates
RC Query	Computer Associates
RC Update	Computer Associates
AF Print	IBM
Assembler	IBM
CICS Transition Server 1.3 Product and Test	IBM
COBOL	IBM
CSP/370 AD	IBM
CSP/370 RuntimeV-2	IBM
DB 2 V-5	IBM
DB-2 Connect	IBM
Ditto ESA for MVS	IBM
Host on Demand	IBM
IBM OGL/370	IBM
ISPF	IBM
LE for MVS	IBM
MVS V 210	IBM
OS PL/1	IBM
PSF	IBM
RACF	IBM
TCP/IP	IBM
TSO V 2.7	IBM
VPS	IBM Levi, Ray, Shaup
VS Fortran	IBM
VTAM	IBM
Innovation FDR/CPK/ABR	IBM Innovation Data Processing
Syncsort MVS	Syncsort

**List E - Software Supplied by Contractor and Maintained by County**

Software	Vendor
None	

**List F - Software Supplied by County and Maintained by Contractor**

Software	Vendor
None	
Mainview AutoOPERATOR for MVS	BMC
Mainview AutoOPERATOR for CICS	BMC
Mainview FOCAL POINT	BMC
Mainview for CICS	BMC
Mainview for OS/390	BMC
Mainview SRM Stop X37	BMC
MVS Quick Ref	Chicago Software
Syncsort MVS	Syncsort

**List G - Software Supplied by County and Maintained by County**

Software	Vendor
All Application Software	

**List H - County Leases**

Lessor	Description	Expiration Date	Lease Cost per Month
None			

**List I - Communication Lines and Hardware Supplied and Maintained by Contractor**

Quantity	Communication Lines and Hardware Description	One Time Fee
2	Dedicated point-to-point T1 lines, diversely routed	N/A
2	Cisco 2600 routers with T1 WIC	
	Option for additional bandwidth if needed at \$2,600/month per T1	

**“EXHIBIT B”****TO STATEMENT OF WORK  
TO CONTRACT FOR SERVICES PURSUANT TO RFP  
FOR MAINFRAME OUTSOURCING (“SOW”)****1.0 Introduction**

This Exhibit describes the Service Level Standards and performance standards that Contractor shall provide to County.

The principles of this Exhibit under which the Services shall be provided to County are as follows:

- a. Changes to County’s business and requirements may result in a revision to service categories and Service Level Standards.
- b. Service Level Standards may be adjusted from time to time by mutual agreement.
- c. If County, in its discretion, declines to authorize any changes in the Services, or to make any recommended changes in its operations, equipment or environment that Contractor reasonably believes to be essential in order to maintain Service Level Standards and prevent material deterioration, then Service Level Standards shall be equitably reduced to the Service Levels reasonably sustainable without the recommended changes.

**2.0 Definitions**

All capitalized terms used but not defined in this Exhibit B shall have the respective meanings given them elsewhere in the Agreement. For the purposes of this Exhibit B, the following terms, when capitalized, shall have the meanings assigned unless the context requires some otherwise:

**“Approve”** (abbreviated in the matrices as “A”) as used in the matrices throughout this Exhibit B shall mean that the party indicated shall have the right to approve that task before that task is deemed complete or before the other party may proceed with the subsequent tasks.

**“Event”** means a single event or series of events that result in the occurrence of one or more Faults.

**“Excused Unscheduled Downtime”** means the loss of a critical system or function when it is scheduled to be available that is not attributable to any of the following:

- a. Force Majeure Events;
- b. County's material acts, errors, omissions or breaches of this Agreement;
- c. Material acts or omissions of County's third party contractors;

- d. Material Infringements of third party, proprietary rights by County or its third party contractors;
- e. Willful misconduct or violations of law by County or its third party contractors;
- f. Equipment, Carrier circuits, County supported equipment, or software failures beyond the reasonable control of Contractor;
- g. Service or resource reductions agreed by Contractor and County in accordance with the procedures set forth in Section 5 of the SOW.
- h. Power loss, climate irregularities and other environmental, facility, or occupancy related failures occurring during the First Permitted Period as defined in the SOW;
- i. County's failure to approve changes in systems, hardware or software reasonably recommended by Contractor in writing as essential to maintain Service Levels and prevent material deterioration; or
- j. Failures to meet Service Levels while operating under County's disaster recovery plan.

**"Fault"** means an unexcused failure to meet a Service Level.

**"Key Performance Indicator"** (KPI) means the applicable benchmark in a Service Level Table.

**"Participation"** (abbreviated in the matrices as "S") as used in the matrices throughout this Exhibit B shall mean that the party indicated must actively cooperate in such task to the extent reasonably required by such task. Single or occasional failures by a party, to take part in a task designated "Participation" shall not constitute a material breach of this Agreement. However, repeated failures may constitute a material breach. Participation includes County approval as appropriate.

**"Primary Responsibility"** (abbreviated in the matrices as "P") as used in the matrices throughout this Exhibit B shall mean that the party, indicated shall be the party responsible for ensuring the completion of such task.

**"Scheduled Downtime"** means the time when a critical system or function is not required to be available or is temporarily scheduled to be unavailable because of regularly scheduled **maintenance** or other mutually agreed reasons. County shall be provided with notice at least two business days in advance of any such major maintenance project. This downtime shall be scheduled on a mutually agreeable basis with County and generally shall be scheduled on Saturdays, Sundays, or authorized Maricopa County holidays. On an exception basis, County will notify Contractor of a requested change in the timing of scheduled backups, due to a key business activity of County, in which case Contractor shall make its best effort to accommodate County's schedule change request.

**"Service Level Performance Adjustment"** means a reduction of Charges, as a result of an applied credit, for Contractor's failure to meet a Service Level standard. A Service Level Performance Adjustment shall be determined in accordance with the terms set

forth for a breach of any Service Level noted in the Service Level Table included in Exhibit B, subject to the application and limitation criteria in Section “7.0 – Determination of Service Levels” of this Exhibit B.

“**Service Level Table**” means each of the tables of Service Levels and Service Level Performance Adjustments. See Section “7.4 – Service Level Table”.

“Service Level Standards” mean the various objectives, measurable performance standards described in this Exhibit B and applied to assess Contractor’s performance of Services.

“System Software” as used in the matrices throughout this Exhibit B shall mean system software specified in the Exhibit A, “List D – Software Supplied by Contractor and Maintained by Contractor” and/or Exhibit A, “List F – Software Supplied by County and Maintained by Contractor”, including any upgrades and substitutions.

“Transition Plan” as used in the matrices throughout this Exhibit B shall mean the description of all tasks that shall be performed during the migration of the County’s mainframe system.

“Unscheduled Downtime” means the loss of a critical system or function when it is scheduled to be available other than either Scheduled Downtime or Excused Unscheduled Downtime.

“Uptime Availability” means the percentage of resource availability, calculated by dividing the total number of minutes operating during a period consisting of one calendar month by the total number of minutes in such period less the number of minutes of Scheduled Downtime and Excused Unscheduled Downtime.

### 3.0 Overview

During the SOW Services Term and subject to the terms conditions and limitations , Contractor shall provide the Services described by this Exhibit B as they may be supplemented and modified through the Change Control procedure as set forth in Section “5.10 – Change Control”.

The following introductory paragraphs are general descriptions that are subject to the more detailed descriptions, qualifications, limitations, and exclusions in this Exhibit B.

The Services include:

a. Account management

Contract administration  
Third party costs administration

b. Outsourcing center services

Contractor Equipment operations  
Contractor Equipment specified in Exhibit A, “List B – Hardware Supplied by Contractor” and software specified in Exhibit A, “List D – Software Supplied by Contractor and Maintained by Contractor” and/or Exhibit A,

“List F – Software Supplied by County and Maintained by Contractor” of same Exhibit A, including any upgrades and substitutions.  
Monitoring County data communications network from the Contractor Outsourcing Center to County’s data communications network at **111 S. 3<sup>rd</sup> Avenue, Phoenix, AZ.**

- c. Mainframe disaster recovery and annual testing of disaster recovery procedures
- d. Second level help desk service for equipment operations

Performance of the Services shall include performing services, functions, and responsibilities so that the Services meet the Service Levels specified by this Exhibit B (subject to adjustment in accordance with Exhibit B and Section 5 of the SOW to reflect changes in County's environment and operations).

The Services include services (i) described in the text below, (ii) identified as such in the charts or responsibility matrices below, and (iii) not specifically described, but required for proper performance and inherent in or necessary sub-tasks for the functions described (unless specifically excluded by the text, a chart, or the responsibility matrices).

Charges for the Services defined in this Exhibit B are included in the Base Charges as defined in Exhibit A, unless otherwise expressly indicated.

The Services exclude:

- a. Operation of computer platforms and operating systems other than those described below
- b. **b.** All functions retained by County or outside the scope of Contractor's responsibility, as defined by the text, charts, and responsibility matrices of this Exhibit B
- c. **c.** Voice communications and telephone services
- d. **d.** All network management outside of the link from the Contractor Outsourcing Center to County's data communications network
- e. **e.** Level one help desk services (provided by County)
- f. **f.** Print operations
- g. **g.** All LAN support for County
- h. **h.** CD-ROM data retention processing

#### **4.0 Contractor Services**

##### **4.1 Key Contractor Personnel**

Until changed by Contractor, with the approval of County, which shall not be unreasonably withheld, key Contractor personnel shall be:

Account Executive – Bob Novelino  
Account Manager - TBD

## 4.2 Account Management

The Contractor shall provide an experienced Account Manager serving as a single point of contact, who shall be responsible for ensuring that day to day operations services run smoothly and that County's management receives timely updates, reports and responses.

Whenever this Exhibit B calls for Contractor to administer and manage a contract between County and a third party, or to coordinate the third party's service thereunder, Contractor shall supervise and direct the third party's performance on County's behalf and make reasonable efforts to minimize costs to County.

If Contractor bears financial responsibility for a third party contract, County shall exercise any reasonable options, elections, and similar rights as Contractor may reasonably request. Such requests shall be documented in writing.

Responsibilities with respect to account management are:

<b>ACCOUNT MANAGEMENT</b>	<b>Contractor</b>	<b>County</b>
Plan and manage Contractor's activities related to the Agreement.	P	S
Meet regularly with County's and Contractor management to review business and service issues.	P	S
Act as liaison between Contractor Outsourcing Center's management and County's management.	P	S
Report on operations and ongoing projects to County's management.	P	S
Review Contractor's invoices and supporting documentation with County's management.	P	S
Meet with County's management to determine requirements and satisfaction with Contractor's performance.	P	S
Provide service level exception report – Monthly	P	A
Periodically conduct Customer Satisfaction Surveys	P	S
Review survey results and develop action plans to improve services	P	S

P = Primary Responsibility

S = Participation

A = Approve

## 4.3 Transition Plan

The Contractor shall develop a detailed transition plan. The plan shall include a detailed task list, which includes responsibilities, and due dates. The plan shall include several dry runs of the migration weekend(s) along with a detailed timeline that shall continue to be refined with each and every run leading up to the actual migration cutover.



Transition activities	Contractor	County
Review how IT Staff currently provides service	P	S
Review interaction with End User	P	S
Review interaction with application staff	P	S
Define all languages used (COBOL, 4GL's)	P	S
Define number of CICS regions	P	S
Define number DB2 subsystems	P	S
Review Parmlib	P	S
Review IOCP	P	S
Identify and examine all System Exits	P	S
Review JES Params	P	S
Develop list of all executing software (IBM & 3rd Party)	P	S
Provide copies of all software invoices	-	P
Review CICS startup JCL	P	S
Review CICS CSD file, SIT, PLT	P	S
Identify all existing hardware connectivity	-	P
Review DASD requirements, total GB count, type and number of devices.	P	S
Review SMS rules or other DASD management rules	P	S
Review ACS routines	P	S
Provide any dataset naming standards that are implemented	-	P
Review Tape requirements, Silo and slot counts, type and number of devices, VSM storage needs, etc.	P	S
Provide copies of Hardware maintenance invoices	-	P
Review CPU configuration (memory, CPUID and LPAR weights)	P	S
Review security management and request process	P	S
Review production schedules - Run Times, Run Dates	P	S
Review production Run Books plus other run documentation, update and/or create documentation where necessary	P	S
Review data backups schedules (including offsite requirements). Update and/or create process/procedure for tapes that are sent offsite	P	S
Review peak processing times	P	S
Review job accounting standards	P	S
Review CICS & DB2 availability requirements if not identified in schedules	P	S
Review current disaster recovery process/plan	P	S
Provide network diagram at connection point	-	P
Review IP scheme/profile	P	S
Identify all file transfers and transmission methods	-	P
Identify all input sources, such as tape, online, FTPs	-	P
Review VTAMLST and NCP gens	P	S
Review Help desk off-hour responsibilities	P	S
Provide contact information	-	P
Review outside Vendors and type of service they provide	P	S

Review current escalation procedures and enhance were necessary	P	S
Review current change management procedures; how are changes introduced to the environment	P	S
Review program development and management process. What products are used? TSO, Librarian, PDS?	P	S
Provide current management reports, daily status and incident reports	-	P
Onsite observation of day-to-day Operations, production support and off-hour help desk, side-by-side staff knowledge transfer	P	S
Develop migration methodology and plan	P	S
Define plan objectives and responsibilities	P	A
Develop County testing requirements	-	P
Conduct periodic reviews of migration project	P	S
Establish migration schedules for testing and cutover	P	S
Establish processing environment at Contractor's location including acquisition of hardware and relocation of County equipment	P	-
Conduct migration tests (dry runs) – System	P	-
Conduct migration tests (dry runs) – Application	-	P
Execute cutover to Contractor's location	P	S
Provide 160 hours of technical/operational support, at no additional cost, to determine appropriate solution to County's printing issue.	P	S

P = Primary Responsibility

S = Participation

A = Approve

## **5.0 Outsourcing Center Services**

### **5.1 Outsourcing Center Management**

- a. As of the SOW Commencement Date, Contractor shall assume responsibility for the operations and management of County's mainframe processing environment.
- b. The hours of operation of the Contractor Outsourcing Center shall be 24 hours per day, 7 days per week, 365 days per year, except for Scheduled Downtime.

### **5.2 Contractor Outsourcing Center Processing Operations**

Contractor shall perform all processing operations functions as necessary to run the system software specified in Exhibit A, "List D - Software Supplied by Contractor and Maintained by Contractor" and/or Exhibit A, "List F –Software Supplied by County and Maintained by Contractor", including any upgrades and substitutions, in support of the applications processed in the Contractor Outsourcing Center. Contractor shall install at the Contractor Outsourcing Center a mainframe-processing configuration.

Responsibilities with respect to processing operations are:

<b>PROCESSING OPERATIONS</b>	<b>Contractor</b>	<b>County</b>
Provide 24x7x365 Operational Support	P	-
Perform all manual and automated console operations.	P	S
Monitor performance and completion of on-line and batch production systems.	P	S
Respond to console alerts and requests.	P	-
Report problems to the Contractor help desk.	P	S
Monitor and respond to non-scrollable error messages and follow escalation procedures defined and updated by the County.	P	S
Process special scheduling requests from County.	P	S
Respond to County's special processing requests and new processing requirements.	P	S
Perform file transfers	P	-
Provide Job scheduling support by maintaining production schedules and using County's current scheduling software and processes	S	P
Adopt County's current change control process as it relates to applications, unless otherwise requested.	S	P
Monitor production processing and respond to errors based on pre-defined actions.	P	S
Resolve production problems based on knowledge of County processing in adherence with level of County authority given.	P	S
Make outgoing calls to appropriate County personnel based on County defined call schedules and assist in resolving production issues.	P	S
Perform Back-ups of all data according to established schedules	P	S
Provide Batch job completion accuracy report – Monthly	P	-

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### 5.3 Tape Management

Contractor shall perform tape management functions within the Contractor Outsourcing Center.

Responsibilities with respect to tape management are:

<b>TAPE MANAGEMENT</b>	<b>Contractor</b>	<b>County</b>
Utilize County requested tape management system for data backups	P	-
Adhere to County's policy for retention of tapes.	P	A
Respond to tape mount requests.	P	-
Maintain integrity of tape library system, i.e., monitor, fix, and research fixes to any tape problems that occur.	P	-
Maintain adequate tape supplies for County's requirements.	P	-
Maintain and monitor scratch tape pool.	P	-

Maintain and monitor external vendor / data tapes required for County's processing that are not managed by the tape library management system.	P	-
Initialize new tapes.	P	-
Provide secure on site and off site tape storage.	P	-
Coordinate off site tape movement.	P	-
Prepare and mail tapes as necessary.	P	A
Provide access to offsite tape storage to authorized County personnel.	P	S

P = Primary Responsibility

S = Participation

A = Approve

#### 5.4 Data Security Administration

Contractor shall manage and administer access to mainframe systems supported through a centralized point of contact. County will retain the responsibility for accepting, authorizing, and submitting security change requests to Contractor for implementation.

Responsibilities with respect to data security administration are:

<b>DATA SECURITY ADMINISTRATION</b>	<b>Contractor</b>	<b>County</b>
County to supply security administration procedures for use by Contractor.	S	P
Accept/Authorize security change requests from County's authorized representatives.	S	P
Submit security change requests to Contractor for implementation.	-	P
Implement authorized security change requests.	Pending additional due diligence	A
Monitor, review, and respond to security violations and/or suspected violations.	P	S
Report security violations and/or suspected violations.	P	-
Implement changes with County's approval to deter violations.	P	S / A
Implement password/logon resets/adds/deletes/changes	-	P

P = Primary Responsibility

S = Participation

A = Approve

#### 5.5 Mainframe and Technical Support

Responsibilities with respect to supporting system software specified in Exhibit A, "List D - Software Supplied by Contractor and Maintained by Contractor" and/or Exhibit A, "List F – Software Supplied by County and Maintained by Contractor", including any upgrades and substitutions, are:

TECHNICAL SUPPORT (MAINFRAME)	Contractor	County
Provide the systems software required for mainframe system operation as identified in SOW. These software contracts may be signed as three party agreements between County, Contractor, and the vendor. Contractor shall retain financial responsibility for to these contracts while Contractor performs the Services.	P	S
Install and maintain IBM system software. <ul style="list-style-type: none"> <li>• System Software Administration</li> <li>• Proactive review of new and existing OS features for possible exploitation.</li> <li>• Provide for version level upgrades and new installs</li> <li>• PTF -               <ul style="list-style-type: none"> <li>○ Review Vendor alerts and hot-fix patches monthly</li> <li>○ Notify County of available patches</li> <li>○ Apply as required with County approval (this includes necessary research of pre and co-requisites).</li> <li>○ Said security alerts and hot-fixes available more than three months shall be identified /applied, unless County has limited resources or did not approve.</li> </ul> </li> </ul> Scheduled service - apply vendor software patch within one month of County approval, unless County has limited resources or did not approve.	P	A
Install and maintain Third party software <ul style="list-style-type: none"> <li>• Proactive review of new and existing third party features for possible exploitation.</li> <li>• PTFs               <ul style="list-style-type: none"> <li>○ Review Vendor alerts and hot-fix patches monthly</li> <li>○ Notify County of the availability of patches</li> <li>○ Apply as required with County approval (this includes necessary research of pre and co-requisites).</li> <li>○ Provide security alerts and hot-fixes within three months of availability upon receipt of County approval.</li> </ul> </li> </ul> Scheduled patches - apply vendor software patch within one month of County approval, unless County has limited resources or did not approve	P	A
Provide project management for upgrades to systems software.	P	-
Test and validate the environment before and after product installations.	P	S
Maintain software at vendor product supported levels.	P	A
Perform software problem diagnosis and resolution.	P	-
Configure system software to meet County's normal operations requirements.	P	S

Evaluate the list of systems software that is used for County and recommend changes to benefit County and Contractor.	P	S
Tune/optimize system software.	P	-
Provide capacity utilization report for CPU – Monthly	P	-
Provide internal CICS response time report – Monthly	P	-
Provide production system uptime – Monthly	P	-
Participate in disaster recovery tests.	P	S
Monitor and optimize storage performance.	P	-
Assign and initialize DASD volumes.	P	-
Determine dataset and volume placement.	P	S
Perform catalog management.	P	-
Manage CPU and disk and tape utilization	P	-
Manage I/O performance	P	-
Change management	P	S
Provide for OS SYSGEN support requirements for device changes	P	-
Data collection related to capacity and technical planning	P	-
Suggest and implement new, beneficial technologies	P	A

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S = Participation

A = Approve

## 5.6 Data Base Administration Support

Contractor shall provide database administration support functions at the physical layer as necessary in support of the applications processed in the Contractor Outsourcing Center.

Responsibilities with respect to database administration support are:

DATABASE ADMINISTRATION SUPPORT	Contractor	County
Plan, coordinate and implement all Database and related software products	P	-
Perform Problem diagnosis and resolution	P	S
Assist application development and County problem resolution	S	P
Support disaster recovery planning and testing efforts	P	S
Setup databases for test and production	P	S
Maintain test and production databases, including reorganization, backup, and application of routine software changes.	P	S
Apply database software upgrades.	P	S
Perform routine database assessment and tuning tasks	P	S
Coordinate with development teams to design appropriate physical databases for new business applications.	P	S
Consult on issues regarding databases.	P	S
Perform logical database design functions	-	P

P = Primary Responsibility

S = Participation

A = Approve

Contractor shall provide database administration support functions at the physical layer as necessary in support of the applications processed in the Contractor Outsourcing Center.

Responsibilities with respect to database administration support are:

<b>DATABASE ADMINISTRATION SUPPORT</b>	<b>Contractor</b>	<b>County</b>
Plan, coordinate and implement all Database and related software products. This includes but is not limited to the following: <ul style="list-style-type: none"> <li>- Upgrade database software to new release levels</li> <li>- Apply appropriate vendor patches</li> </ul>	<b>P</b>	<b>-</b>
Perform Problem diagnosis and resolution of issues effecting production and test databases, including database recovery efforts per instructions provided by County. This includes but is not limited to the following: <ul style="list-style-type: none"> <li>- Recover the database to a County provided specification of either the "beginning of the batch cycle" quiesce point, or a quiesce point that preceded a specific batch job in the cycle.</li> <li>- Utilize database log analyzer tools to diagnose problems and determine resolution strategies.</li> <li>- Execute database recovery routines composed of SQL and REXX commands as provided by the County to facilitate problem resolution.</li> </ul>	<b>P</b>	<b>S</b>
Assist County application development efforts with problem identification and problem resolution efforts as related to issues within the physical layer of the database. This includes but is not limited to the following: <ul style="list-style-type: none"> <li>- Analyze SQL joins, queries, and index utilization to improve performance problems.</li> <li>- Analyze catalog statistics and system configuration parameters to improve application and database performance.</li> </ul>	<b>P</b>	<b>S</b>
<b>Support disaster recovery planning and testing efforts</b>	<b>P</b>	<b>S</b>
Setup databases for test and production. This includes but is not limited to the following: <ul style="list-style-type: none"> <li>- migrating the Production Advantage database to the Test and Acceptance databases per the schedule defined by the County.</li> </ul>	<b>P</b>	<b>S</b>
Maintain test and production databases, including reorganization, backup, and application of routine software changes. This includes but is not limited to the following: <ul style="list-style-type: none"> <li>- Adding new columns or tables to the database</li> <li>- Adding new DASD storage capacity to the database</li> </ul>	<b>P</b>	<b>S</b>
<b>Apply database software upgrades.</b>	<b>P</b>	<b>S</b>
<b>Perform routine database assessment and tuning tasks</b>	<b>P</b>	<b>S</b>
<b>Coordinate with development teams to design appropriate physical databases for new business applications.</b>	<b>P</b>	<b>S</b>
Consult on issues regarding databases. This includes but is not limited to the following: <ul style="list-style-type: none"> <li>- Database backup and recovery strategies,</li> <li>- SQL strategies for best performance,</li> <li>- Performance optimization strategies,</li> <li>- Compilation and Bind options.</li> </ul>	<b>P</b>	<b>S</b>



<b>Perform logical database design functions. This includes but is not limited to the following:</b> <ul style="list-style-type: none"> <li>- <b>Data modeling and normalization of data elements into data entities and data relationships</b></li> <li>- <b>Determination of referential integrity strategies</b></li> <li>- <b>Design of indexes and look up strategies</b></li> </ul>	-	P
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## 5.7 Data Communications Support

Contractor shall provide data communications technical support and operations for the dedicated communications lines and/or links (the “Data Links”) between the Contractor Outsourcing Center and County's data communications network hub. The Data Links shall connect the mainframe to County's existing network topology. Contractor shall provide the necessary circuits and data communications equipment to support the Data Links.

Responsibilities with respect to data communications support are:

DATA COMMUNICATIONS SUPPORT	Contractor	County
Provide Data Links and related data communications equipment to connect the Contractor Outsourcing Center to the existing County data communications network.	P	S
Provide data communications controller hardware and software required for the Data Links.	P	S
Provide support for routers and interact with Contractor for problem resolution	P	S
Diagnose and resolve Data Links problems.	P	S
Interact with Data Links network providers for problem resolution.	P	S
Maintain up-to-date documentation of the Data Links.	P	S
Evaluate and recommend data communications network changes to improve service and/or reduce County's costs.	P	S
Order new data circuits and data communications equipment.	P	S

P = Primary Responsibility

S = Participation

A = Approve

## 5.8 Help Desk Services

Contractor shall provide a second level help desk, i.e., one that only receives calls from County's primary help desk to support County's current mainframe environment. County's end users' primary point of contact shall be County's existing help desk. If the County's help desk cannot provide resolution to a mainframe related call, the County help desk will then contact the Contractor help desk. The Contractor help desk shall then manage the call through resolution.

Responsibilities with respect to help desk services are:

HELP DESK SERVICES	Contractor	County
Provide 24x7 second level help desk support for County's Mainframe and Network problems calls that cannot be resolved by the County's help desk, if any.	P	S



Provide a trouble ticket/service request system to be used in recording, managing, and reporting County's problems with Contractor's Managed Services.	P	S
Dispatch support groups or vendors to resolve problems relating to system software specified in Exhibit A, "List D – Software Supplied by Contractor and Maintained by Contractor" and/or Exhibit A, "List F – Software Supplied by County and Maintained by Contractor", including any upgrades and substitutions and Contractor Equipment that cannot be resolved directly by the Contractor help desk.	P	S
Manage problem escalation process until Data Center problems are resolved.	P	-
Document downtime root causes, recovery instructions and corrective actions.	P	-
Provide management and statistical reporting of reported problems.	P	-

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A = Approve

## 5.8.1 Escalation Procedures

### 5.8.1.1 Reporting Service Disruptions

Fast, effective customer support is Infocrossing's goal. Our Help Desk is the focal point for customer communications, requests, and incident management. The Help Desk is armed with highly trained staff and experienced call center professionals. They are aided by a Managed Services framework, which allows for effective centralized management of network nodes, OS, and application management, 24 hours a day, 7 days a week, 365 days a year. The Help Desk represents three levels of technical escalation, Level 1: Help Desk Analyst, Level 2: Professional Services Technician, and Level 3: Technical Engineer. The Help Desk Analysts are the first point of contact for our customers, providing ticket creation, Level 1 problem diagnosis, and customer and internal escalation. The Professional Services Technicians provide Level 2 problem diagnosis, and interact with Level 3 Technical Engineering staff when necessary. The Technical Service Engineers are on call and available to service both Level 1 and Level 2 issues if necessary. They are top professionals in their fields with expertise in the areas of Mainframe Systems, Wide Area Networks, Local Area Networks, Unix, NT, and our Managed Services platform.

Customers experiencing any problems with Internet operations, Open System operations, or who have service requests, contact our Help Desk via phone or email. The Help Desk manages all service disruptions and customer requests as incidents, tracking each incident through our Tivoli Service Desk system where an incident ticket number is assigned and communicated to the customer for reference and tracking purposes.

### 5.8.1.2 Customer Support Policy

Infocrossing provides a range of escalation from basic telephone or e-mail event notification to automated text page notification outlined below.

### 5.8.1.3 Escalation / Notification

Customers have access to Infocrossing's Help Desk on a 24x7x365 basis. Communications with the Help Desk may be via telephone, e-mail and/or Infocrossing on-line trouble ticket system. The Infocrossing Help Desk provides a single point of contact, which routes requests/problems to the appropriate Infocrossing technical group as follows:

#### First-Level Technical Support

Problems/requests of all severity levels shall initially be handled by First Level Technical Support, available 24x7x365, at (201) 840-4957

#### Second-Level Technical Support

Problems/requests that cannot be resolved via First-Level Technical Support shall be routed to Second-Level Technical Support and/or the applicable outside vendor. Second Level Technical Support is available 24x7x365. The resolution of a problem focuses on the permanent repair or elimination of the cause of the problem, including a satisfactory explanation of the problem (and proposed resolution) back to First level support, who remains the primary interface with the customer.

### 5.8.1.4 Severity Levels

The Help Desk prioritizes problems/requests according to the severity levels set forth below.

Severity Level	Description
<b>Level 1: Critical Priority</b>	Impact to a critical function including but not limited to: <ul style="list-style-type: none"><li>▪ User problem with severe impact</li><li>▪ Severe impact on customer data center or (after transition) Infocrossing Outsourcing Center's ability to provide resources or services to users</li><li>▪ Severe performance degradation.</li></ul>
<b>Level 2: High Priority</b>	<ul style="list-style-type: none"><li>▪ User problem with possible major impact</li><li>▪ Major impact on availability of resources to users</li><li>▪ Major impact on Infocrossing's ability to provide resources or services to users</li><li>▪ Major performance degradation</li></ul>
<b>Level 3: Medium Priority</b>	<ul style="list-style-type: none"><li>▪ User problem with moderate impact</li><li>▪ Moderate impact on availability of resources to users</li><li>▪ Moderate impact on Infocrossing's ability to provide resources or services to users.</li><li>▪ Moderate performance degradation</li></ul>
<b>Level 4: Low Priority</b>	<ul style="list-style-type: none"><li>▪ User problem with limited impact</li><li>▪ Low impact on availability of computer resources to</li></ul>

	users <ul style="list-style-type: none"> <li>▪ Low impact on Infocrossing's ability to provide resources or services to users.</li> <li>▪ Low performance degradation</li> <li>▪ User inquiry or problem that does not affect the user</li> </ul>
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1 If re-engineering is required, these services shall be provided at Infocrossing then-prevailing rates.

### **Severity Level 1: Critical Priority**

*A ticket is opened upon receipt of the request or identification of a problem. Customer is notified within 15 minutes. Escalation procedures are as follows:*

#### **Technical**

Professional Services Staff Level 1 Immediate  
 Professional Services Staff Level 2 Immediate  
 Technical Engineering Staff Immediate

#### **Management**

Help Desk Shift Manager: Immediate  
 Help Desk Director: Immediate  
 Professional Services Director: Immediate  
 VP of Operations: 15 minutes  
 VP of Client Services: 15 minutes

### **Severity Level 2: High Priority**

*A ticket is opened upon receipt of the request or identification of a problem. Customer is notified within 1 hour. Escalation procedures are as follows:*

#### **Technical**

Professional Services Staff Level 1 Immediate  
 Professional Services Staff Level 2 Immediate  
 Technical Engineering Staff Immediate

#### **Management**

Help Desk Shift Manager: Immediate  
 Help Desk Director: Immediate  
 Professional Services Director: 15 minutes  
 VP of Operations: 30 minutes  
 VP of Client Services: 1 hour

### **Severity Level 3: Medium Priority**

*A ticket is opened upon receipt of the request or identification of a problem. Customer is notified within 2 hours. Escalation procedures are as follows:*

#### **Technical**

Professional Services Staff Level 1 Immediate  
 Professional Services Staff Level 2 15 minutes  
 Technical Engineering Staff 45 minutes

#### **Management**

Help Desk Shift Manager : 30 minutes  
 Help Desk Director: 2 hours  
 Professional Services Director: 2 hours  
 VP of Operations: 4 hours  
 VP of Client Services: 8 hours

**Severity Level 4: Low Priority**

A ticket is opened upon receipt of the request or identification of a problem. Customer is notified within 4 hours. Escalation procedures are as follows:

**Technical**

*Professional Services Staff Level 1* Immediate

*Professional Services Staff Level 2* 1 hour

*Technical Engineering Staff* 12 hours

**Management**

Help Desk Manager: 12 hours

Help Desk Director: 24 hours

Professional Services Director: 24 hours

VP of Operations: 24 hours

VP of Client Services: 24 hours

**5.8.1.5 Conclusion**

Escalations are communicated by e-mail, pager, and telephone, as outlined in the Service Level Agreement. If a permanent repair cannot be made, a temporary resolution (bypass and recovery) shall be implemented to the extent possible. In all cases, Infocrossing seeks to notify customers and resolve problems as quickly as possible and we maintain a sufficient staff and resources in order to achieve this high level of service. In the event of multiple problems or requests, resources shall be allocated in accordance with the criticality of the problem or request as stated above.

**5.9 Disaster Recovery**

Contractor shall provide the following backup, disaster recovery, and storage capabilities for County's mainframe environment during the SOW Services Term.

**5.9.1 Contractor Outsourcing Center**

Contractor shall provide DR Services for County's mainframe hardware environments, software environments, operations environments, and applications operating in the Contractor Outsourcing Center. Contractor shall restore County's application data to the most recent available backup copy. Contractor shall also maintain offsite recovery for its outsourcing center operations. Maricopa County shall have access to off-site recovery data as required.

**5.9.2 Disaster Recovery Plan**

County will develop, with Contractor's assistance, a Disaster Recovery Plan (the "DRP") for County's mainframe environment. Pending the modification of the DRP to reflect the migration to the Contractor Outsourcing Center, Contractor shall, as of the SOW Commencement Date, utilize Contractor's DRP.

**5.9.3 Responsibilities**

Responsibilities with respect to disaster recovery services are:

<b>DISASTER RECOVERY</b>	<b>Contractor</b>	<b>County</b>
Adapt the DRP to be executable from the Contractor Outsourcing Center.	P	S
Ensure that security measures are satisfied in the DRP.	S	P
Ensure that the DRP meets County's reasonable audit specifications.	S	P
Maintain and modify DRP	P	S
Implement and test DRP	P	S
Perform test of the recovery of the hardware and system software on an annual basis.	P	S
Perform test of the data communications network on an annual basis.	P	S
Provide secure, off site storage of County's data, software, and documentation to support the DRP.	P	-
In the event of a disaster, assume responsibility for operating hardware and providing other functions in accordance with the DRP.	P	S
Provide a single point of contact for communications and other activities in connection with the DRP.	P	S

P = Primary Responsibility

S = Participation

A = Approve

### 5.10 Change Control

Contractor shall provide change control procedures to ensure County is notified of all upcoming system and infrastructure changes that affect County's environment and is not impacted in a materially adverse manner by those changes.

Responsibilities with respect to Change Control are:

<b>CHANGE CONTROL SUPPORT</b>	<b>Contractor</b>	<b>County</b>
Control system changes and activities as required	P	S
Conduct regularly scheduled Change Control Meetings to identify impacts and coordinate changes to the County's environment	P	S
Gain approval to implement changes that impact County's environment per agreed schedule	P	A
Document and distribute Change Schedule	P	-
Report status of Scheduled Changes	P	-
Maintain inventory of County Project Requests and Status	P	S
Analyze change activity and report trends and impact	P	-
Document and implement improvements to improve service level targets in partnership with County	P	S/A

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A = Approve

## 6.0 Measurement

Unless otherwise stated in this SLA, each Service Level Measure shall be calculated on a complete calendar month basis. Performance results shall be measured and reported based on actual results with any exceptions for Excused Performance Problems

reported separately. All SLA data collection and measurement shall be performed by Supplier. Contractor to submit sample reports for County to review. County to submit to vendor any desired reasonable modifications (i.e. formatting, etc.) to these reports within sixty (60) calendar days of contract acceptance and receipt of sample reports.

## **7.0 Determination of Service Levels**

Measurement of availability shall exclude Scheduled Downtime and Excused Unscheduled Downtime. In addition, Faults not reported by County to Contractor in writing within twenty (20) business days of occurrence shall be excluded from the determination of whether Contractor has satisfied a Service Level.

### **7.1 Service Level Performance Adjustments - Application and Limitation**

During the forty-five (45) calendar day period immediately following the commencement date of any particular Service subject to a Service Level standard, any failure by Contractor to meet applicable Service Levels shall not constitute (a) an event giving rise to Service Level Performance Adjustments or (b) an event of default. Upon the expiration of such forty-five (45) calendar day period, Contractor shall be responsible for meeting or exceeding all applicable Service Levels.

During the forty-five (45) calendar day period immediately following the commencement date of any particular Service subject to a Service Level Standard, Contractor and County shall mutually agree on test procedures, inclusive of the units of work to be tested, for the benchmark of batch and on-line response times to ensure that the equipment configuration on Exhibit A, "List B – Hardware Supplied by Contractor" performs equal to or better than the Service Level Standards. The agreed upon benchmark test procedures shall be executed using agreed upon units of work in the presence of both parties during the forty-five (45) calendar day period. Benchmarking test results shall be documented and each party shall receive a copy of the test results. If any test results are less favorable than the Service Level Standards, then both parties shall adjust the Standards downward to an acceptable level.

If a single Event causes breaches of more than one Service Level standard, County shall be entitled to a single Service Level Performance Adjustment equal to the cumulative greatest dollar Service Level Performance Adjustment available under the applicable breaches. In no event will the sum of the Service Level Performance Adjustments for a calendar month exceed fourteen percent (14%) of the Base Charges attributable to the particular deficient Service otherwise payable in the calendar month in which the Event(s) giving rise to the Service Level Performance Adjustments had occurred. Any Service Level Performance Adjustment shall be applied against Charges due for the calendar month following the month in which it was determined that the Service Level Performance Adjustment was due. If Charges would not be due in the month following the month of determination, any unapplied Service Level Performance Adjustment shall be applied first against any outstanding balance due from County and an amount equal to any remaining unapplied Service Level Performance Adjustment shall be refunded by Contractor.

A Service Level Performance Adjustment imposed as a result of a Fault shall constitute liquidated damages for such Fault and not a penalty, and each Service Level Performance Adjustment received by County as a result of a Fault shall be in full satisfaction of any and all liability of Contractor to County resulting from such breach. Service Level Performance Adjustments for breaches of any Service Level standards shall be liquidated damages and not a penalty. County and Contractor also agree that the Service Level Performance Adjustments shall be in full satisfaction of any and all liability of Contractor to County as a result of any breach of a Service Level standard.

## **7.2 Modification of Services and Service Levels**

If Services are proposed to be modified under Section 5 of the SOW, Contractor shall review any proposed modification with County and advise County in writing of the anticipated effect that the proposed modification shall have on Contractor's ability to meet the applicable Service Levels. Contractor and County shall mutually agree on any adjustment to the applicable Service Levels necessitated by any such proposed modification of Services.

## **7.3 Revisions**

1. From time to time during the Term of the Agreement, the County and Contractor agree to negotiate in good faith to add, delete, or modify then-existing Service Level Measures, Target Levels and Service Level Standard to reflect changes in County's business requirements or objectives. All such changes shall be adopted in the form of a signed written amendment to this SLA.
2. In the event that any applicable system or function is replaced during the Term of the Agreement by a comparable system or function, the Service Level Measure, Target Level and Service Level Standard for such replacement system or function shall, to the extent reasonably practicable; (i) be defined during the first 30 days of such replacement, and (ii) must be at least equivalent to the then-existing Service Level Measure, Target Level and Service Level Standard for the replaced system or function (assuming the replacement system is capable of delivering the same Service Levels as the replaced system).



## 7.4 Service Level Table

KPI #	KPI Category	KPI Description	Service Level Standard	Service Level Report	Calculation	Service Level Performance Adjustment
1	System Uptime Availability (Availability of the mainframe hardware, mainframe software, and associated Processor hardware)	Measures the amount of time that the System is available, 30 days per month, 24 hours per day, with the exception of Scheduled Downtime and Excused Unscheduled Downtime	Maintain 99.9% Uptime Availability or more per month	Monthly report or graph that indicates total system Uptime Availability expressed as a percentage.	<p>Calculate the percentage of System Uptime Availability (SUA) by dividing the total number of minutes operating during the calendar month by the total number of minutes in such period less the number of minutes of Scheduled Downtime and Excused Unscheduled Downtime. Total number of minutes operating during the calendar month shall be obtained by OS/390 RMF data.</p> <p><b>SUA = Total Minutes Operating x 100</b> Uptime Availability</p> <p><math>SUA = \frac{712}{716} \times 100 = 99.4\%</math></p>	<p>8% of the monthly reoccurring charge if the Service Level Standard is not met or exceeded.</p> <p>SUA% &lt; 99.9%</p> <p>Service Level Performance Adjustment example:</p> <p>SUA = 99.4%</p> <p>Service Level Performance Adjustment would be 8% of Base Charge (\$25,200 x .08 = \$2016)</p>
1a	Logical Data Network Uptime Availability (Availability of the Logical Data Network supporting the CPU complex, which includes Front-End Processors, Channel	Measures the amount of time that access to the system (the mainframe hardware, mainframe software) is available, 30 days per week, 24 hours per day, with the exception of Scheduled	Maintain 99.8% Uptime Availability or more per month	Monthly report or graph which indicates total Logical Data Network Uptime Availability expressed as a percentage.	<p>Calculate the percentage of Logical Data Network Uptime Availability (LDNUA) by dividing the total number of minutes operating during the calendar month by the total number of minutes in such period less the number of minutes of Scheduled Downtime and Excused Unscheduled Downtime. Downtime data shall be obtained from SNMP tools and via Syslog log for the Channel Extender and the 3745 FEPs infrastructure</p> <p><b>LDNUA = Total Minutes Operating x 100</b> Uptime Availability</p> <p><math>LDNUA = \frac{712}{716} \times 100 = 99.4\%</math></p>	<p>8% of the monthly reoccurring charge if the Service Level Standard is not met or exceeded.</p> <p>LDNUA% &lt; 99.8%</p> <p>Service Level Performance Adjustment example:</p> <p>LDNUA = 99.4%</p> <p>Service Level Performance Adjustment would be 8% of Base Charge (\$25,200 x .08 = \$2016)</p>



KPI #	KPI Category	KPI Description	Service Level Standard	Service Level Report	Calculation	Service Level Performance Adjustment
	Extenders, Multiplexers, and Routers at the Company's and County's locations	Downtime and Excused Unscheduled Downtime				
2	CICS On-Line Uptime Availability for each Production, and QA Region	Measures the amount of time that the On-Line system is available during its On-Line schedule time for the calendar month (see Attachment B) with the exception of Scheduled Downtime and Excused Unscheduled Downtime	Maintain 99.8% On-Line Uptime Availability or more per month	Monthly report or graph by CICS region which indicates total on-line Uptime Availability expressed as a percentage.	<p>Calculate the percentage of CICS On-Line Uptime Availability (COUA) by dividing the total number of minutes operating during the On-Line schedule by the total number of minutes in such period less the number of minutes of Scheduled Downtime and Excused Unscheduled Downtime. Total number of minutes operating during the On-Line schedule shall be obtained by OS/390 SMF data.</p> <p><b>COUA = Total Minutes Operating x 100</b> Uptime Availability</p> <p>COUA = <math>\frac{262}{264} \times 100 = 99.2\%</math></p>	<p>5% of the monthly reoccurring charge if the Service Level Standard is not met or exceeded.</p> <p>COUA% &lt; 99.8%</p> <p>Service Level Performance Adjustment example:</p> <p>COUA = 99.2%</p> <p>Service Level Performance Adjustment would be 5% of Base Charge (\$25,200 x .05 = \$1260)</p>
2a	CICS Internal Response Time (for each region)	Time between the display of consecutive interactive screens after	Maintain 2 second or less average monthly internal	Monthly report by CICS region that indicates average	As measured and reported on by Computer Associates' CICS Explore product providing Explore can execute within County's CICS region. Calculate the percentage of CICS Internal Response Time (IRT) by dividing the number of CICS Transactions with 2 second or less during a calendar	<p>5% of the monthly recurring charge if the Service Level Standard is not met or exceeded.</p> <p>IRT% &lt; 90.0%</p>

KPI #	KPI Category	KPI Description	Service Level Standard	Service Level Report	Calculation	Service Level Performance Adjustment
		a CICS production user presses the enter key	response time for 90% of the transactions	response time.	month by the total number of CICS Transactions.  <b><math>IRT = \frac{\text{Transactions w/ 2 Sec Resp Time}}{\text{Total CICS Transactions}} \times 100 = 90\%</math></b>	Service Level Performance Adjustment example:  IRT = 89.5%  Service Level Performance Adjustment would be 5% of Base Charge (\$25,200 x .05 = \$1260)
3	Subsystem Database Uptime Availability for each Production, and QA region.	Measures the amount of time that the Database subsystem is available during its Database schedule time for the calendar month (see Attachment B) with the exception of Scheduled Downtime and Excused Unscheduled Downtime	Maintain 99.8% Uptime Availability or more per month	Monthly report or graph by region which indicates total Uptime Availability expressed as a percentage.	Calculate the percentage of Database Uptime Availability (DUA) by dividing the total number of minutes operating during the Database schedule by the total number of minutes in such period less the number of minutes of Scheduled Downtime and Excused Unscheduled Downtime. Total number of minutes operating during the On-Line schedule shall be obtained by OS/390 SMF data.  <b><math>DUA = \frac{\text{Total Minutes Operating}}{\text{Uptime Availability}} \times 100</math></b>  $DUA = \frac{435}{440} \times 100 = 98.9\%$	5% of the monthly reoccurring charge if the Service Level Standard is not met or exceeded.  DUA% < 99.8%  Service Level Performance Adjustment example:  DUA = 99.5%  Service Level Performance Adjustment would be 5% of Base Charge (\$25,200 x .05 = \$1260)
3a	Subsystem VTAM and/or TCP/IP Uptime	Measures the amount of time that the VTAM	Maintain 99.8% Uptime Availability	Monthly report or graph by region	Calculate the percentage of VTAM and/or TCP/IP Uptime Availability (VTUA) by dividing the total number of minutes operating during the calendar month by the total number of minutes in such period	5% of the monthly reoccurring charge if the Service Level Standard is not met or exceeded.

KPI #	KPI Category	KPI Description	Service Level Standard	Service Level Report	Calculation	Service Level Performance Adjustment
	Availability	and/or TCP/IP subsystem is available, 30 days per month, 24 hours per day, with the exception of Scheduled Downtime and Excused Unscheduled Downtime	or more per month	which indicates total Uptime Availability expressed as a percentage.	<p>less the number of minutes of Scheduled Downtime and Excused Unscheduled Downtime. Total number of minutes operating during the calendar month shall be obtained by OS/390 SMF data.</p> <p><b>VTUA = <math>\frac{\text{Total Minutes Operating}}{\text{Uptime Availability}} \times 100</math></b></p> <p><math>\text{VTUA} = \frac{712}{716} \times 100 = 99.4\%</math></p>	<p>VTUA% &lt; 99.8%</p> <p>Service Level Performance Adjustment example:</p> <p>VTUA = 99.7%</p> <p>Service Level Performance Adjustment would be 5% of Base Charge (\$25,200 x .05 = \$1260)</p>
4	Batch Execution Times	Measures the amount of batch jobs that complete within the schedule batch window.	Maintain 99.8% of all Batch Reports have been produced and are available as required.	Monthly report noting exceptions	<p>Calculate the percentage of Batch Execution Time (BET) by dividing the number of batch jobs that complete within the scheduled batch window during the calendar month by the total number of batch jobs executed.</p> <p><b>BET = <math>\frac{\text{Batch Jobs within Window}}{\text{Total Batch Jobs Executed}} \times 100 = 99.7\%</math></b></p> <p><math>\text{BET} = \frac{745 \times 100}{750} = 99.3\%</math></p>	<p>3% of the monthly recurring charge if the Service Level is not met or exceeded.</p> <p>BET%&lt;99.7%</p> <p>Service Level Performance Adjustment example:</p> <p>BET = 99.5%</p> <p>Service Level Performance Adjustment would be 3% of Base Charge (\$25,200 x .03 = \$756)</p>
5	Service Request Response Time - Severity 1 Trouble Call	Measures the amount of lapsed time between the recorded receipt of a	Maintain 100% of Severity 1 Service Requests are	Exception-based monthly report or graph showing	<p>Report is generated using data from Contractors help desk trouble ticket system.</p> <p>Calculate the percentage of Severity 1 Service Request Response Time (S1SR) by dividing the number of Severity 1 tickets responded to within 15 minutes during the</p>	<p>3% of the monthly recurring charge if the Service Level Standard is not met.</p> <p>Service Level Performance Adjustment would be 3% of</p>

KPI #	KPI Category	KPI Description	Service Level Standard	Service Level Report	Calculation	Service Level Performance Adjustment
		Severity 1 Service Request and the response to ensure that County's requests are responded to within the defined time frame.	responded to within 15 minutes or less, after County contacts Contractor's help desk.	response times for calls that exceed target response with an explanation as to the delay.	<p>calendar month by the number of total severity 1 tickets.</p> <p><b>S1SR = <math>\frac{\text{Severity 1 Tickets w/15 Minute Response}}{\text{Severity 1 Tickets}} \times 100</math></b></p> <p><math>S1SR = \frac{3 \times 100}{3} = 100\%</math></p>	Base Charge (\$25,200 x .03 = \$756)
5a	Service Request Response Time - Severity 2 Trouble Call	Measures the amount of lapsed time between the recorded receipt of a Severity 2 Service Request and the response to ensure that County's requests are responded to within the defined time frame.	Maintain 100% of Severity 2 Service Requests are responded to within 30 minutes or less, after County contacts Contractor's help desk.	Exception-based monthly report or graph showing response times for calls that exceed target response with an explanation as to the delay.	<p>Report is generated using data from Contractors help desk trouble ticket system.</p> <p>Calculate the percentage of Severity 2 Service Request Response Time (S2SR) by dividing the number of Severity 2 tickets responded to within 30 minutes during the calendar month by the number of total Severity 2 tickets.</p> <p><b>S2SR = <math>\frac{\text{Severity 2 Tickets w/30 Minute Response}}{\text{Severity 2 Tickets}} \times 100</math></b></p> <p><math>S2SR = \frac{3 \times 100}{3} = 100\%</math></p>	<p>3% of the monthly recurring charge if the Service Level Standard is not met.</p> <p>Service Level Performance Adjustment would be 3% of Base Charge (\$25,200 x .03 = \$756)</p>
5b	Service Request Response Time - Severity 3 Trouble Call	Measures the amount of lapsed time between the recorded receipt of a Severity 3 Service Request and the response	Maintain 100% of Severity 3 Service Requests are responded to within 60 minutes or less, after	Exception-based monthly report or graph showing response times for calls that exceed target	<p>Report is generated using data from Contractors help desk trouble ticket system.</p> <p>Calculate the percentage of Severity 3 Service Request Response Time (S3SR) by dividing the number of Severity 3 tickets responded to within 45 minutes during the calendar month by the number of total Severity 3 tickets.</p>	None

KPI #	KPI Category	KPI Description	Service Level Standard	Service Level Report	Calculation	Service Level Performance Adjustment
		to ensure that County's requests are responded to within the defined time frame.	County contacts Contractor's help desk	response with an explanation as to the delay.	$\text{S3SR} = \frac{\text{Severity 3 Tickets w/45 Minute Response} \times 100}{\text{Severity 3 Tickets}}$ $\text{S3SR} = \frac{3 \times 100}{3} = 100\%$	
5c	Service Request Response Time - Severity 4 Trouble Call	Measures the amount of lapsed time between the recorded receipt of a Severity 4 Service Request and the response to ensure that County's requests are responded to within the defined time frame.	Maintain 100% of Severity 4 Service Requests are responded to within 90 minutes or less, after County contacts Contractor's help desk	Exception-based monthly report or graph showing response times for calls that exceed target response with an explanation as to the delay.	<p>Report is generated using data from Contractors help desk trouble ticket system.</p> <p>Calculate the percentage of Severity 4 Service Request Response Time (S4SR) by dividing the number of Severity 4 tickets responded to within 60 minutes during the calendar month by the number of total Severity 4 tickets.</p> $\text{S4SR} = \frac{\text{Severity 4 Tickets w/60 Minute Response} \times 100}{\text{Severity 4 Tickets}}$ $\text{S4SR} = \frac{3 \times 100}{3} = 100\%$	None
6	Problem Management	Measures the effectiveness of Contractors Problem Resolution and Problem Assignment Procedures	Maintain 95% of all reportable problems are recorded within one (1) hour of the occurrence in accordance with Problem Management Procedures	Monthly report of all new problems and corrective actions.	<p>Calculate the percentage of Problem Ticket Recorded within one (1) hour of occurrence (PTR1H) by dividing the new problems recorded within 1 hour during the calendar month by the total number of new problems.</p> $\text{PTR 1H} = \frac{\text{Problems Recorded within 1 hour} \times 100}{\text{New Problems}} = 99\%$ $\text{PTR1H} = \frac{23 \times 100}{25} = 92\%$	<p>None</p> <p>PTR1H% &lt; 95%</p>

KPI #	KPI Category	KPI Description	Service Level Standard	Service Level Report	Calculation	Service Level Performance Adjustment
6a	Problem Resolution	Measures the effectiveness of Contractors Problem Resolution	Maintain 85% of problem tickets are resolved successfully without reopening.	Monthly report of all new problems and corrective actions.	Calculate the percentage of Problem Ticket Resolution (PTR) by dividing the difference of the new problems minus the new reopened problems during the calendar month by the number of new problems.  $\text{PTR} = \frac{\text{New-Reopened}}{\text{New Problems}} \times 100 = 85\%$ $\text{PTR} = \frac{100 - 20}{100} \times 100 = 80\%$	None  PTR < 85%
6b	Problem Escalation	Measures the effectiveness of Problem Escalation Procedures	Maintain 95% of problems are assigned within one hour of receipt.	Monthly report of all new problems and corrective actions.	Calculate the percentage of Problem Ticket Escalated within one hour (PTE) by dividing the problems escalated within one hour during a calendar month by the total number of new problems.  $\text{PTE} = \frac{\text{New Problems Escalated within 1 hour}}{\text{New Problems}} \times 100 = 95\%$	3% of the monthly recurring charge if the Service Level Standard is not met or exceeded.  PTE < 95%  Service Level Performance Adjustment would be 3% of Base Charge (\$25,200 x .03 = \$756)
7	Data Backup, and Archiving	The number of times the backup are successfully completed with the exception of data corruption or open files due to application processing or error	Maintain 100% of all data is being backed up and archived as required.	Monthly report noting the backup and archiving for all client data.	Calculate the percentage of successfully completed backups (SDB) during a calendar month by dividing the successful backup job completed by the total number of backup jobs initiated.  $\text{SDB} = \frac{\text{Successful Backups}}{\text{Total Backup Jobs}} \times 100 = 100\%$ $\text{SDB} = \frac{29}{30} \times 100 = 97\%$	None  SDB% < 100%
8	Off-Site Tape Storage Schedule	Data backed up onto tape and rotated to	Maintain 100% of data backed	Monthly report noting exceptions		3% of the monthly recurring charge if the Service Level Standard is not met or

KPI #	KPI Category	KPI Description	Service Level Standard	Service Level Report	Calculation	Service Level Performance Adjustment
		an off-site storage vendor is consistent with County's requirements.	up on tape is sent to an off-site storage vendor within 24 hrs of the creation time.			exceeded.  Service Level Performance Adjustment would be 3% of Base Charge (\$25,200 x .03 = \$756)
9	Tape/File Restore – from On-Site Tape Inventory	A file restore from an On-site tape	Maintain 100% of required restores of data stored on-site are restored within 12 hrs of request.	Monthly report noting exceptions		None.
10	Tape/File Restore – from Off-Site Tape Inventory	A file restore from an Off-site tape	Maintain 100% of required restores of data stored off-site are restored within 48 hours of request.	Monthly report noting exceptions		None.
11	Status Reporting	Measures the timeliness and effectiveness of Service Level	Create and deliver reports detailing the overall account status,	Monthly report noting exceptions		None

KPI #	KPI Category	KPI Description	Service Level Standard	Service Level Report	Calculation	Service Level Performance Adjustment
		Reports	resource utilization and overall performance against all Service Level Standards within 12 business days of the month reported.			



STATEMENT OF WORK ("SOW")TO CONTRACT FOR SERVICES PURSUANT TO RFP  
FOR MAINFRAME OUTSOURCINGCounty: Maricopa CountyTargeted SOW Commencement Date: July 1 2004Contractor: Infocrossing, IncInitial SOW Services Term in Months: 60 Months

**THIS SOW** to the Contract for Services Pursuant to RFP (the "Contract") is made and entered into as of the 7th day of April 2004. For and in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

**1. TERM AND TERMINATION.**

- a) This SOW shall be effective as of the SOW Effective Date and remains in effect through the end of the Initial SOW Services Term in Months specified above unless terminated sooner or extended in accordance with the provisions of the Contract or this SOW. If the SOW Commencement Date is a day other than the first day of a calendar month, the SOW Services Term shall be increased by the number of days that Services were provided to County by Contractor in the month in which the SOW Commencement Date occurs.
- b) Termination for Convenience. County may terminate this SOW, in whole by providing written notice of termination (the "Termination Effective Date"), at the time frames specified in Exhibit A, "List A.1.1. – Termination for Convenience". Upon such termination, County shall pay Contractor the sum of (i) all undisputed amounts due under the Agreement through the Termination Effective Date and (ii) an amount equal to the Early Termination Fee as indicated in Exhibit A, "List A.1.1". In addition to the Early Termination Fee in Exhibit A, "List A.1.1" any pre-paid expenses and identified payments made by the Contractor for a service period covering the period of time extending beyond the Termination Effective Date, these expenses include Communication Lines and 3<sup>rd</sup> party software license maintenance fees, to the extent not recoverable by Contractor using reasonable efforts, shall be reimbursed to Contractor by County in a pro-rata amount ("True-up") based on the remaining time period from the Termination Effective Date to the end of the period for which Contractor has paid. For example, if Contractor paid an annual software maintenance fee of \$1,200 covering a twelve month period and the Termination Effective Date is two months into the twelve month maintenance period, County shall reimburse Contractor for ten months that extends beyond the Termination Effective Date. In this example, County shall pay \$1,000 for the remaining ten months.

**2. CHARGES.**

- a) County shall be invoiced for Reimbursable Expenses and the specific Charges indicated in Exhibit A, "List A.1 – Base Charges" and Exhibit A, "List A.2 – Variable Charges." County will pay charges in accordance with the terms of the Contract. Charges may be subject to adjustment in accordance with Schedule A to the Contract.
- b) Contractor shall provide a fixed number of MIPS (Millions of Instruction Per Second) as stated in Exhibit A, "List A.2 – Variable Charges". The initial number of MIPS was determined by County as the resources required to process County's workload, including but not limited to, batch, on-line transactions, system maintenance and backups.
- c) County can increase the available MIPS, DASD and TAPE Resources, as listed in Exhibit A, "List A.2 – Variable Charges", by notice to Contractor. Contractor shall implement any requested change as soon as practicable, but in no event more than thirty (30) calendar days following County's request.

- d) County may reduce the available MIPS, DASD and TAPE Resources, as listed in Exhibit A, "List -- A.2 Variable Charges", as of a Capacity Change Date. A Capacity Change Date shall be the effective date of any change of MIPS, DASD, TAPE Resources determined by County, provided that a Capacity Change Date shall be the last day of a calendar month and shall be no earlier than fifteen (15) days following Contractor's receipt of written notice to effect the reduction. In no event during the Term will the County pay the Contractor a monthly Charge that is less than the Monthly Minimum as identified in "List A.2".

**3. SOFTWARE UPDATES.**

In the event County requests Contractor to delay the upgrading of specific software shown in Exhibit A, "List D – Software Supplied by Contractor and Maintained by Contractor" or Exhibit A, "List F – Software Supplied by County and Maintained by Contractor", or requires operation and maintenance of multiple versions of such software, County shall reimburse Contractor for any increased costs incurred as a result of such delay.

**4. TRANSITION ACTIVITIES.**

Contractor shall coordinate with County the move of County's processing to the Contractor Outsourcing Center and supply Transition Activities, including technical support, operations support and network support until installation and testing of County's software and hardware is completed and the software and hardware systems covered by this SOW are operational at the Contractor Outsourcing Center. County shall supply personnel resources in the areas of technical support, operations, applications programming, and end-users to assist in the testing and documenting of County's system. Contractor shall be responsible for the cost associated with moving all media from County's location to the Contractor Outsourcing Center.

**5. SERVICES.**

Upon completion of the Transition Activities, the following monitoring and support Services shall be supplied by Contractor on a 24 hour, 7-day per week, 52 week per year basis. (The tasks and responsibilities of Contractor and County are set forth in Exhibit B. Any task in Exhibit B that is not identified as a Contractor responsibility shall be the responsibility of County. In the event of a conflict between the description of Services in this Section 5 and Exhibit B, the terms of Exhibit B shall control.)

- a) Account Management – The Contractor Account Manager shall serve as the Contractor's central point for management coordination, County satisfaction, and critical situation resolution; log problems using Contractor's on-line problem management system; provide problem log to County on a daily basis; and provide weekly account review with County's designated representative at such time as such representative shall reasonably request.
- b) System Support (for software on Exhibit A, "List D – Software Supplied by Contractor and Maintained by Contractor" and Exhibit A, "List F – Software Supplied by County and Maintained by Contractor") – Contractor shall: provide

problem determination between system and application software, including technical analysis of problems; interface with County's central point of contact for problem resolution; perform system backup and recovery; and install PTFs, cumulative maintenance tapes and new releases or upgrades which are provided by the appropriate software suppliers.

- c) Operations – Contractor shall supply computer operators to monitor the Equipment and non-scrollable system console messages.
  - d) Job Scheduling – Contractor shall supply job scheduling, production control, job submission, and restarts/reruns.
  - e) Performance Analysis – Contractor shall provide performance data gathering and monthly reporting, capacity planning, performance adjustments and recommendations for improving system performance and participation with County to address system capacity issues.
  - f) Disaster recovery services (the "DR Services") shall be supplied for County's computer system on Exhibit A, "List B – Hardware Supplied by Contractor" located at the Contractor Outsourcing Center:
- I. DR Provider – Contractor may provide facilities and equipment from which County will receive DR Services directly, through an affiliate, or through a third party vendor. The entity providing DR Services shall be referred to as "DR Provider."
  - II. Hot-site - Contractor, through DR Provider, shall supply to County a Hot-site to be used in the event that Contractor declares a disaster affecting the Contractor Outsourcing Center. Hot-site is defined as an installed, fully operational computer system equal to or better than the system on List B. Contractor shall supply the personnel necessary to move County's programs and data to make County operational at such Hot-site. Contractor shall remain at the Hot-site for no more than six (6) calendar weeks, during which time, Contractor shall be preparing the Cold-site, as defined below, with a computer system comparable to the Hot-site configuration.
  - III. Cold-site - After utilizing the Hot-site, Contractor shall move to a Cold-site provided by DR Provider. Cold-site is defined as an environmentally prepared site properly equipped to facilitate the immediate installation of a computer system comparable to the Hot-site configuration. Contractor shall install in the Cold-site a computer system comparable to the Hot-site configuration. The Cold-site may be used until the Contractor Outsourcing Center is available. During the time at the Cold-site, Contractor shall be preparing the Contractor Outsourcing Center so that Contractor may provide Services to County from the Contractor Outsourcing Center rather than the Cold-site.
  - IV. Testing - Contractor shall test the disaster recovery plan once per year. County is responsible for supplying its own business recovery plan for activities outside of this SOW.
  - V. Network – Contractor shall supply a Cisco VPN device and router at the Hot-site; County shall provide a VPN device and router at its location. These combined devices will be used to provide session access through a VPN tunnel over the public Internet from the County's location to the Contractor's Hot-site. The County will use their existing Internet connection for this purpose. It will be the Contractor's responsibility to provide an Internet connection of sufficient bandwidth needed for the County to operate in the manner equivalent to their normal processing.
- g) Network Management (for the items on Exhibit A, "List I – Communication Lines and Hardware Supplied and Maintained by Contractor") - Contractor shall: monitor the network performance using SNMP network monitoring tools; perform problem determination; interface with network providers; place service calls to hardware and network vendors and monitor through resolution; and respond to requests from County's central point of contact concerning Network Management services listed above.
  - h) Contractor will provide at no additional cost a 160 hour block of technical and operational project time for the 3160 SNA to IP print conversion project.

## **6. HARDWARE, SOFTWARE, AND SUPPLIES.**

- a) Equipment – Contractor shall provide County access to the computer system hardware on Exhibit A, "List B – Hardware Supplied by Contractor" and Exhibit A, "List C – Hardware Supplied by County". The Equipment shall be compatible with the software on Exhibit A, "List D – Software Supplied by Contractor and Maintained by Contractor", Exhibit A, "List E – Software Supplied by Contractor and Maintained by County", Exhibit A, "List F – Software Supplied by County and Maintained by Contractor" and Exhibit A, "List G – Software Supplied by County and Maintained by County". Contractor shall provide the hardware on Exhibit A, "List B". County shall provide and deliver to Contractor the hardware on Exhibit A, "List C". Contractor shall coordinate the move of County's hardware from "Initial Location" on Exhibit A, "List C" to the Contractor Outsourcing Center. County shall be responsible for all moving and insurance costs necessary to move the hardware. Contractor shall provide property insurance for hardware that it owns. County shall provide property insurance for hardware that it owns while it is located at the Contractor Outsourcing Center.
- b) Contractor Software – Contractor shall supply the Contractor Software on Exhibit A, "List D – Software Supplied by Contractor and Maintained by Contractor" and Exhibit A, "List E – Software Supplied by Contractor and Maintained by County". Contractor may upgrade to new releases for any of these products or substitute them with similar products that perform similar functions provided such upgrades or substitutions do not in County's reasonable judgment adversely impact the provision of Services hereunder.
- c) County Software - County shall provide and deliver to Contractor the County Software on Exhibit A, "List F – Software Supplied by County and Maintained by Contractor" and Exhibit A, "List G – Software Supplied by County and Maintained by County", together with all maintenance and upgrades or updates thereof. County shall be responsible for any maintenance fees, transfer fees, or upgrade fees from software vendors with respect to County Software.
- d) Supplies – With the exception of tapes for the IBM Virtual Tape System, County shall be responsible for providing all necessary tapes at the Contractor Outsourcing Center to perform the Services. Printing shall be done remotely at County's location using County's printers and supplies, all of which are the responsibility of County.

## **7. COMMUNICATION LINES AND HARDWARE.**

Contractor shall install and maintain the communication lines and hardware on Exhibit A, "List I – Communication Lines and Hardware Supplied and Maintained by Contractor", unless otherwise noted as already installed. Contractor shall provide hazard insurance for the hardware listed on Exhibit A, "List I" while it is located at the Contractor Outsourcing Center.

## **8. COUNTY LEASES.**

Exhibit A, "List H – County Leases" sets forth items that are currently leased by County. Leases expiring before the SOW Commencement Date are the responsibility of County. Contractor shall at its sole election as to the applicable lease item: (1) assume the lease; (2) sublease any item from County and pay County on a monthly basis an amount equal to the payments due the lessor for those items; (3) pay the remaining balance of the lease obligation directly to lessor; or (4) exercise any purchase option contained in any lease at which time County agrees that Contractor shall become the owner of such item free and clear of any claims from County. Contractor may elect to treat individual items using any of the above options. Contractor's obligation to compensate County for any item on Exhibit A, "List H – County Leases" shall be effective as of the SOW Commencement Date. Upon the expiration of County's lease obligations specified on "List H" or upon the termination of this SOW, Contractor shall have no further obligation to make any payment in connection with the items covered by this Section 8.

IN WITNESS WHEREOF Contractor and County have executed this Statement of Work as of the day and year first above written.

**CONTRACTOR** for itself and as agent  
of any of its subsidiaries acting as Contractor  
pursuant to this Agreement

**Maricopa County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**INFOCROSSING INC, 2 CHRISTIE HTS ST, LEONIA, NJ 07605**

PRICING SHEET S07 37 03/B0700065/NIGP918-30

Terms:	NET 30
Federal Tax ID Number:	13-3252333
Vendor Number:	133252333
Telephone Number:	201/840-4700
Fax Number:	201/840-7250
Contact Person:	John Lalli
E-mail Address:	<a href="mailto:jlalli@infocrossing.com">jlalli@infocrossing.com</a>
Company Web Site:	<a href="http://www.infocrossing.com">www.infocrossing.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2009.</b>